

**DEVELOPMENT AGREEMENT
BETWEEN
ARLINGTON HIGHLANDS, LTD.,
THE CITY OF ARLINGTON, TEXAS AND
THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE
NUMBER FOUR, CITY OF ARLINGTON, TEXAS**

THIS AGREEMENT (the "Agreement"), effective as of November 23, 2005, is by and between, ARLINGTON HIGHLANDS, LTD., a Texas limited partnership, (the "Developer"), the CITY OF ARLINGTON, TEXAS, a Texas municipal corporation of Tarrant County (the "City"), and the BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR (the "Zone Board"), CITY OF ARLINGTON, TEXAS, as established by the City.

W I T N E S S E T H :

WHEREAS, on November 22, 2005, the City Council approved Ordinance No. 05-108, establishing Tax Increment Reinvestment Zone Number Four, City of Arlington, Texas (the "Zone") in accordance with the Tax Increment Financing Act (the "Act"), Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, on February 14, 2006, the City Council approved Resolution No.06-049 approving the Project and Financing Plan for the Zone (the "Project and Financing Plan");

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 05-108, the City has delegated to the Zone Board the powers necessary for the implementation of the Project and Financing Plan, which powers under the Act include the power to enter into agreements for the construction of public improvements and to encumber and otherwise make payments out of the Fund (hereinafter defined);

WHEREAS, the Developer controls certain property located within the Zone; and

WHEREAS, the Developer intends to develop and improve the Property as a retail center; and

WHEREAS, in conjunction with the development of the Property, the Developer intends to construct certain Public Improvements; and

WHEREAS, the Developer has requested reimbursement for certain public improvements pursuant to the Project and Financing Plan;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions.

Capitalized terms used herein, including the recitals hereto, shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

Act means the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

Available Tax Increment means the funds in the Fund derived from or attributable to the Property and the Private Improvements.

City means the City of Arlington, Texas, a Texas municipal corporation of Tarrant County.

City Council means the City Council of the City of Arlington, Texas.

Disadvantaged Business means Historically Underutilized Business as defined by Texas Government Code section 2161.001 and those economically Disadvantaged Businesses who can establish that their ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area.

Completion means certificates of occupancy (shell certificates) have been issued for all portions of the Private Improvements and letters of acceptance from the City have been issued for all the Public Improvements, such certificates and letters shall not be unreasonably withheld.

Completion Date means June 1, 2008.

Fund means the Tax Increment Fund created for the Zone by the City pursuant to the Act and the City Ordinance 05-108 designating the Zone.

Historically Underutilized Businesses Policy and Program means the policy and program adopted by the Zone Board, pursuant to Section 311.0101 of the Texas Tax Code, for participation of Disadvantaged Businesses within the Zone.

Private Improvements means the development to be named "Arlington Highlands" and consisting of approximately 600,000 square feet of mixed-use retail development to be constructed by the Developer, which Private Improvements are more particularly described on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

Project Costs shall mean the costs to develop the Public Improvements, which are eligible for financing by the Zone pursuant to the Act and the Project Plan, and shall include the payment ~~off~~for the acquisition of sites, easements and rights-of-way, costs of design, engineering, legal fees, materials, labor, construction, inspection, financing costs and interest arising in connection with the Public Improvements.

Project Plan means the final project plan and reinvestment zone financing plan approved by the Zone Board and approved by the City Council in accordance with the Act.

Property means the approximately 58-acre tract described in **Exhibit “B”**, attached hereto and incorporated herein for all purposes.

Public Improvements means the public infrastructure associated with the Private Improvements. A map of the Public Improvements is attached hereto as **Exhibit “C”** and a description of the Public Improvements and the estimated Project Costs of the Public Improvements is attached hereto as **Exhibit “D”**, both of which are attached hereto and incorporated herein for all purposes.

Three Party Contracts means contracts with the City of Arlington for the construction of the Public Improvements, the form of which is attached hereto as Exhibit “E”.

TIF Bonds means the bonds or notes issued or caused to be issued by the City secured by the Fund or contract payments from the Fund pursuant to the Act.

Zone Board means the Board of Directors of the Zone.

Section 2. Construction of Public Improvements.

- A. The Developer, in conjunction with the proposed construction of the Private Improvements, agrees to construct the Public Improvements, the costs of which qualify as Project Costs as defined in the Act. The Private Improvements are to be located on the Property which is located entirely within the City and the Zone.
- B. The Developer shall promptly pay the Projects Costs of the Public Improvements as the same become due.
- C. The Public Improvements shall be located within the public rights-of-way, sites or easements belonging to the City, the public or another governmental agency (such as the Texas Department of Transportation). To the extent allowed by law, the City agrees to assist the Developer in acquiring any public rights-of-way, sites or easements for the Public Improvements on land not owned or controlled by the Developer as a Project Cost. The Project Costs of the public rights-of-way, site or easements dedicated or conveyed by the Developer shall be equal to the

Developer's costs to acquire such property plus carrying costs, including property taxes paid by the Developer and interest from the time of acquisition to the time of dedication or conveyance by the Developer at the rate provided by Paragraph A of Section 4.

- D. All construction plans and specifications for the Public Improvements shall be submitted to the City for review and approval by the City prior to the commencement of construction, in the same manner that other public improvement projects in the City are reviewed and approved by the City. Such construction plans and specifications shall comply with all applicable City Codes and Ordinances, including but not limited to the completion of appropriate City Three-Party Contracts. Any changes in the construction plans and specifications of the Public Improvements subsequent to City approval shall be re-submitted to the City for review and approval.
- E. The Public Improvements shall be acquired and constructed by the Developer and conveyed to the City upon completion and acceptance by the City. All construction for the Public Improvements shall be in accordance with the City Three-Party Contracts. It is the Developer's responsibility to work with the Texas Comptroller of Public Accounts to determine the applicability of any tax exemption regarding the construction of the Public Improvements. The City agrees to cooperate with the Developer to prove that the equipment, materials and supplies required for the construction of the Public Improvements are exempt from payment of sales taxes. If necessary, the City agrees to cooperate with the Developer to obtain a ruling from the Texas Comptroller of Public Accounts to such effect. Nevertheless, any sales taxes paid by the Developer on the equipment, materials and supplies required for the construction of the Public Improvements shall be considered Project Costs.
- F. The Zone Board and the City shall use reasonable efforts to amend the Project Plan to add the additional I-20 TXDOT improvements, including off ramp relocation and frontage road improvements (the "I-20 TXDOT Improvements") and to increase the Project Costs for the Public Improvements to \$9,835,000.
- G. The Developer agrees to enter into a separate agreement (the "TXDOT Improvements Side Agreement") with the City to advance fund the City's share of the I-20 TXDOT Improvements.

Section 3. Reimbursement of Project Costs.

In consideration of and as incentive for the construction of the Private Improvements and pursuant to the Project Plan, the Zone Board agrees, subject to the conditions contained in this Agreement, to reimburse the Developer for its actual Project Costs, provided however that the Zone Board's obligation to reimburse the Project Costs of constructing the Public Improvements listed in **Exhibit "C"** and described in **Exhibit "D"** shall be limited to those aggregate acquisition, design, construction, administration,

and interest costs not exceeding a total of \$9,835,000 as follows: (i) not exceeding \$3,780,000 for the I-20 TXDOT Improvements; and (ii) not exceeding \$6,055,000 for all other Public Improvements.

Section 4. City and Zone Participation.

- A. The Zone Board agrees to reimburse the Developer the Project Costs advanced by the Developer plus interest thereon, up to a total not to exceed \$9,835,000 as further specified in Section 3 of this Agreement. Interest on funds advanced by the Developer pursuant to this Agreement shall accrue beginning on the date such funds are advanced until the date of reimbursement and shall be calculated at the rate equal to the interest rate paid by the Developer for loans obtained to pay Project Costs. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).
- B. The City agrees to participate in the development of certain road improvements which are Public Improvements and the costs of which are Project Costs and, therefore, as participation in such road improvements, agrees that upon the execution of the I-20 TXDOT Improvement Side Agreement, the City shall put an amount equal to \$836,395 (hereafter referred to as "Road Participation Funds") into the I-20 TXDOT Improvement account. The Developer acknowledges the City's participation in the development of such road improvements and desires that the Road Participation Funds be credited towards the Developer's obligation to advance fund the I-20 TXDOT Improvements pursuant to the TXDOT Improvements Side Agreement. Therefore, upon the Road Participation Funds being deposited into the account established to fund the City's share of the I-20 TXDOT Improvements pursuant to the TXDOT Improvements Side Agreement, such funds shall be credited towards the obligation of the Zone Board to reimburse the Developer for Project Costs.
- C. The Zone Board shall begin reimbursing the Developer for its Projects Costs and shall continue such repayment until repaid in full from the Available Tax Increment or the proceeds of TIF Bonds secured by a pledge of all or a portion of the Available Tax Increment, subject to meeting all the provisions of Section 4. The Developer specifically acknowledges and agrees that the Zone Board is not obligated to reimburse the Developer from any funds other than the Available Tax Increment or the proceeds of TIF Bonds secured by a pledge of all or a portion of the Available Tax Increment, although the Zone Board may choose to do so. During the term of this Agreement, the City agrees to deposit, without counterclaim or offset, all tax increment of the Zone, including the Available Tax Increment, collected by the City and other participating taxing jurisdictions and

all net proceeds of TIF Bonds secured by a pledge of all or a portion of the Available Tax Increment into the Fund.

- D. It shall be the obligation of the Zone Board to reimburse the Developer for its Project Costs and accrued interest thereon as set forth in this Agreement until such time as the Developer is fully reimbursed. The Zone Board specifically agrees that the Developer shall have a priority over payment by the Zone Board of all or any portion of Available Tax Increment in the Fund, subject to operating and administrative expenses of the Zone, not to exceed \$150,000.00. All contractual payments of the Zone Board shall be subject to the following priority of payment, and future agreements to reimburse other landowners or developers with follow this priority of payment:
- (i) operating and administrative expenses of the Zone, not to exceed \$150,000.00; and
 - (ii) reimbursement of Project Costs pursuant to this Agreement; and
 - (iii) any other payments.
- E. The City agrees to use good faith efforts to determine if and when the City can issue or cause to be issued TIF Bonds for the purpose of reimbursing the Developer and to make all reasonable efforts to issue or cause to be issued TIF Bonds for the purpose of reimbursing the Developer at the earliest feasible time. The City agrees to make available to the Zone Board the net proceeds of the TIF Bonds for the purpose of the Zone Board's reimbursement to the Developer pursuant to this Agreement.
- F. Upon Completion, the Developer, at its expense, shall hire a certified public accountant to calculate the amount due the Developer and shall prepare and submit a report to the Zone Board certifying the amount due the Developer for Project Costs plus interest calculated thereon.
- G. The report per Section 4 F shall be submitted to the Zone Board a reasonable time following the Completion. City staff shall review the accuracy of the report and notify Developer in writing no later than thirty (30) days from the receipt of the report of acceptance of the report or any deficiency found in the report. The Developer shall have thirty (30) days to respond to the written notice, and the opportunity to either cure the deficiency, or provide evidence demonstrating that no deficiency exists. City shall notify the Developer in writing no later than thirty (30) days of the receipt of response of acceptance of the report or any outstanding deficiency in the report. If there is still an outstanding deficiency, the Zone Board shall reimburse the Developer for the Project Costs minus the disputed deficiency and the balance of the disputed deficiency shall carry forward until the deficiency is cured. If the deficiency is not cured by January 1, 2011, there shall be no obligation by the Zone Board to reimburse the Developer for the disputed

deficiency; however, at the Zone Board's sole discretion, the disputed deficiency may carry forward on a monthly basis until the deficiency is cured.

- H. The Zone Board shall not be obligated to begin reimbursing the Developer until the earlier to occur of (i) the date on which the aggregate Available Tax Increment collected by the City and the Zone Board reaches \$500,000 and (ii) Completion. Notwithstanding anything to the contrary however, the Zone Board shall have no obligation to reimburse the Developer for any amount in excess of the Available Tax Increment and proceeds of TIF Bonds, except with respect to the Road Participation Funds that were credited per Section 4B. Under no circumstance shall the Zone Board be obligated to reimburse the Developer unless the total, cumulative revenues to the Fund as of September 1, 2011 have exceeded \$500,000.
- I. Payments shall be made by the Zone Board pursuant to account information attached hereto as Exhibit F, unless the Developer requests in writing a change in payment procedures. The Zone Board shall notify the parties to the Agreement of any change submitted by the Developer that is not accompanied by a written acknowledgment of KeyBank.

Section 5. The Developer's Obligations.

- A. The Developer agrees to develop the Private Improvements and the Public Improvements. Notwithstanding any provision herein to the contrary, the Developer shall have no obligation to construct the Public Improvements if the Developer elects not to construct the Private Improvements, or if for any other reason the Developer elects not to obtain reimbursement for the Project Costs pursuant to this Agreement.
- B. Developer agrees to the Completion of the Public Improvements and the Private Improvements no later than the Completion Date.
- C. Developer agrees to use reasonable efforts to maximize participation by Historically Underutilized Businesses in accordance with the Zone Board's Program regarding participation of Historically Underutilized Businesses in the Zone. At the first Board meeting of each year during the term of this Agreement, Developer shall provide the Zone Board with an annual report in a form reasonably acceptable to the Board that specifically outlines the then-current aggregate Project Costs expended and the amount expended with Historically Underutilized Businesses.
- D. On a quarterly basis, Developer shall provide the City with a list of all tenants, licensees, and other users on the Property during the previous quarter. The list shall include the legal business name of tenant, the physical address of the tenant, and the tenant's eleven (11) digit Texas taxpayer identification number. Developer agrees that this information may be subject to the Texas Public

Information Act and may have to be released to the public. The Developer agrees that any information released due to compliance with the Texas Public Information Act or any other statutory requirement will not be considered a breach of this Agreement.

- E. Developer agrees to cooperate with City and Zone Board to provide the quarterly list of all tenants, licensees, and other users on the Property, until the termination date of Tax Increment Reinvestment Zone Number Four (4), City of Arlington, Texas as established by City Ordinance No. 05-108. The Developer may assign the obligations of Paragraphs D and E of this Section to successor owners or managers of all or a portion of the Property and the Private Improvements, without the written consent of the City or the Zone Board; however, the Developer shall provide written notice of such assignment to the City and the Zone Board.

Section 6. Force Majeure

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (such as TXU Electric, Southwestern Bell Telephone, TXU Gas, Charter Communications or their Contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other parties, their affiliates/related entities and/or their contractors, market conditions, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 7. Term.

The term of this Agreement shall begin upon the execution hereof by both parties and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement.

Section 8. Events of Default.

- A. A default shall exist if any party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting parties shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence

thereof and what action, if any, the non-defaulting parties require or propose to require with respect to curing the default.

- B. If, as of January 1, 2011, all of the Private and Public Improvements are not at Completion then the Zone Board shall have the right to terminate this Agreement immediately by providing written notice of such intent to Developer, and the Zone Board shall owe no Project Costs or any other sums to Developer. Developer shall have thirty (30) days to respond to the written notice, and the opportunity to either cure the failure, or provide evidence demonstrating that it has met the requirement.
- C. An event of default shall occur under this Agreement if any ad valorem taxes or sales taxes owed to the City become delinquent on any portion of the Property that is owned by Developer or arising on account of operations on any portion of the Property that is owned by Developer, excluding amounts owed by tenants. Upon the occurrence of such default, the Zone Board shall notify Developer in writing and Developer shall (i) have thirty (30) calendar days to cure such default or (ii) if Developer has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the Zone Board reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the Zone Board shall have the right to terminate this Agreement immediately by providing written notice to Developer and shall have all other rights and remedies that may be available to it under the law or in equity.

Section 9. Remedies for Default

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting parties may, at their option, pursue any and all remedies they may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone Board shall not, however, pursue remedies for as long as the Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that the Developer has commenced to cure such default within 30 days following notice.

Section 10. Venue and Governing Law.

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 11. Notices.

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the

recipient at the recipient's address shown below, subject to the right of the parties to designate a different address by notice given in the manner just described.

If intended for the City or the Zone Board, to:

The City of Arlington, Texas

Arlington, Texas

Attn:

Facsimile:

If intended for the Developer, to:

Arlington Highlands, Ltd.

c/o The Retail Connection LP

2525 McKinnon Street, Suite 700

Dallas, Texas 75201

Attn: David Wilson

Facsimile: 214-572-0009

With a copy to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attn: Trey Lary

Facsimile: 713-860-6616

With a copy to:

KeyBank

Attn: _____

Facsimile: _____

Section 12. Applicable Laws.

This Agreement is made subject to the provisions of the Charter and ordinances of the City, as amended, and all applicable State and Federal laws.

Section 13. Legal Construction.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 14. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 15. Captions.

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Section 16. Successors and Assigns.

- A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned by the Developer without prior approval of the City and the Zone, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the City and the Zone shall not be required for an assignment: (i) to KeyBank National Association, a national banking association, as agent on behalf of itself and certain other lenders ("KeyBank") located at Preston Commons West Tower, 8117 Preston Road, Suite 440, Dallas, Texas 75225, (ii) to an Affiliate of the Developer, (iii) made pursuant to Paragraph E of Section 5 of this Agreement, or (iv) of the Developer's right to receive reimbursement pursuant to this Agreement. "Affiliate of the Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of the Developer; any entity in which the Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited).
- B. The City and the Zone Board acknowledge and consent to the assignment by the Developer to KeyBank of all of its right, title and interest under this Agreement. Furthermore, and in furtherance of such assignment, the Zone Board agrees to provide notice to KeyBank that an occurrence of an event of default has occurred under this Agreement.

Section 17. Entire Agreement.

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot

be modified without written agreement of the parties to be attached to and made a part of this Agreement.

AGREED TO AND ACCEPTED THIS _____ day of _____.

**ARLINGTON HIGHLANDS, LTD.,
a Texas limited partnership**

By: Arlington Highlands GP, LLC,
a Texas limited liability company,
its general partner

By: _____
David C. Wilson, Manager

**REINVESTMENT ZONE NUMBER FOUR
CITY OF ARLINGTON, TEXAS**

By: _____
Name: Robert N. Cluck
Title: Chair

ATTEST:

By:
Name:
Title:

CITY OF ARLINGTON, TEXAS

By: _____
Name: Robert N. Cluck
Title: Mayor

ATTEST:

By:
Name:
Title:

(SEAL)

EXHIBIT “A”
Description of Private Improvements

Arlington Highlands is a mixed use project within 80-acres of undeveloped land at the Northeast corner of Matlock & I-20. Arlington Highlands combines a line-up of power center retailers, lifestyle retailers and office users that will create a shopping and entertainment experience unique in Dallas/Fort Worth. With five million projected visitors per year, Arlington Highlands will pull from a regional trade area equal to or greater than the Parks Mall. The lifestyle portion of the center is highlighted by a tree-lined central park featuring creeks with multiple pedestrian bridges, sculptures throughout, and offering opportunities for outdoor dining, music, etc. The boulevards and two-story brick facades will be reminiscent of historic downtown main streets.

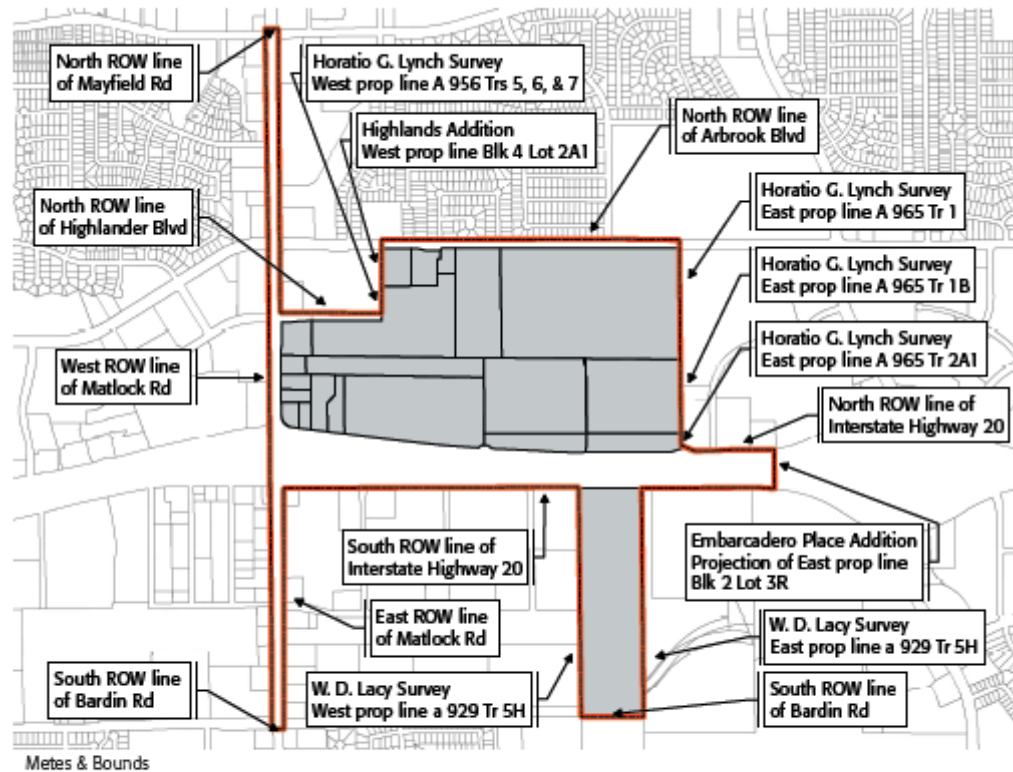
The initial three phases of Arlington Highlands include:

| | |
|------------|--|
| 270,000 sf | Retail Box Junior Anchor space. |
| 153,000 sf | Retail Lifestyle space. |
| 86,000 sf | Retail Shop space. |
| 57,000 sf | Retail and Restaurant space within six freestanding pad buildings that front I-20. |
| 50,000 sf | 2 nd -story class “A” Office space. |

EXHIBIT "B"

Metes and Bounds Description of the Property

LEGAL DESCRIPTION



Beginning at a point of the intersection of the west ROW line of Matlock Road and the north ROW line of Mayfield Road, thence

Eastward along the north ROW line of Mayfield Road to a point where said line intersects with the east ROW line of Matlock Road, thence

Southerly along the east ROW line of Matlock Road to a point where said line intersects with the north ROW line of Highlander Boulevard, thence

Eastward along the north ROW line of Highlander Boulevard to a point where said line intersects with the west property line of Horatio G. Lynch Survey A 956 Tracts 5, 6, & 7, thence

Northward along the west property line of Horatio G. Lynch Survey A 956 Tracts 5, 6, & 7 to a point where said line intersects with the west property line of Highlands Addition Blk 4 Lot 2A1, thence

Northward along the west property line of Highlands Addition Blk 4 Lot 2A1 to a point where said line intersects with the north ROW line of Arbrook Boulevard, thence

Eastward along the north ROW line of Arbrook Boulevard to a point where said line intersects with the projection of the east property line of Horatio G. Lynch Survey A 965 Tract 1, thence

Southerly along the east property line of Horatio G. Lynch Survey A 965 Tract 1 to a point where said line intersects with the east property line of Horatio G. Lynch Survey A 965 Tract 1B, thence

Southerly along the east property line of Horatio G. Lynch Survey A 965 Tract 1B to a point where said line intersects with the east property line of Horatio G. Lynch Survey A 965 Tract 2A1, thence

Southerly along the east property line of Horatio G. Lynch Survey A 965 Tract 2A1 to a point where said line intersects with the north ROW line of Interstate Highway 20, thence

Eastward along the north ROW line of Interstate Highway 20 to a point where said line intersects with the east property line of Embarcadero Place Addition Blk 2 Lot 3R, thence

Southerly along the projection of the east property line of Embarcadero Place Addition Blk 2 Lot 3R to a point where said line intersects with the south ROW line of Interstate Highway 20, thence

Westward along the south ROW line of Interstate Highway 20 to a point where said line intersects with the east property line of W. D. Lacy Survey A 929 Tract 5H, thence

Southerly along the east property line of W. D. Lacy Survey A 929 Tract 5H to a point where said line intersects with the projection of the south ROW line of Bardin Road, thence

Westward along the projection of the south ROW line of Bardin Road to a point where said line intersects with the west property line of W. D. Lacy Survey A 929 Tract 5H, thence

Northerly along the west property line of W. D. Lacy Survey A 929 Tract 5H to a point where said line intersects with the south ROW line of Interstate Highway 20, thence

Westward along the south ROW line of Interstate Highway 20 to a point where said line intersects with the east ROW line of Matlock Road, thence

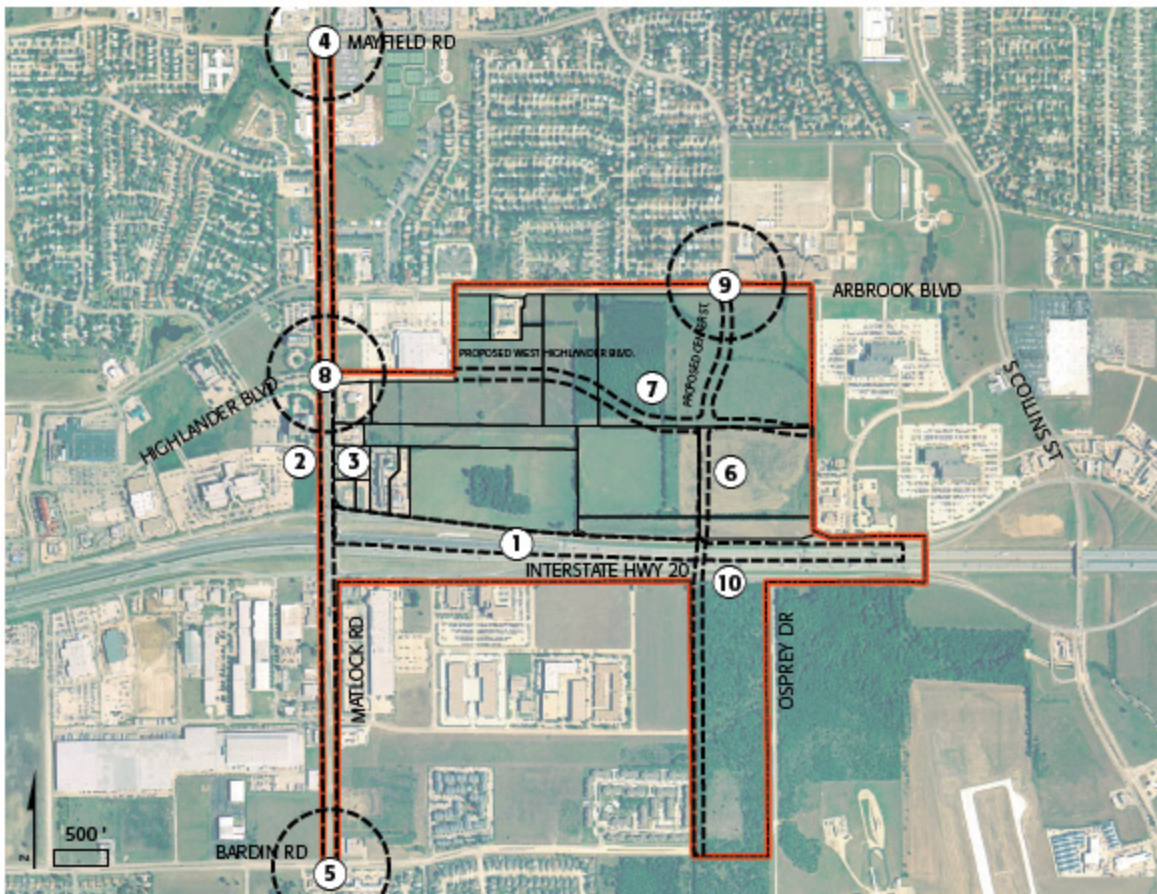
Southerly along the east ROW line of Matlock Road to a point where said line intersects with the south ROW line of Bardin Road, thence

Westward along the south ROW line of Bardin Road to a point where said line intersects with the west ROW line of Matlock Road, thence

Northerly along the west ROW line of Matlock Road to a point where said line intersects with the north ROW line of Mayfield Road, which is the point of beginning.

EXHIBIT “C”
Zone Map Showing Location of Public Improvements

PUBLIC INFRASTRUCTURE NEEDS



| | | |
|--------------|---|----------------------|
| 1 | IH20 Matlock Road exit ramp relocation, IH20 frontage road improvements, and auxiliary lane construction. | \$ 3,780,000 |
| 2 | Expansion of Matlock Road to six lanes, adding one northbound and one southbound lane within the median, from Mayfield Road to Bardin Road. * | \$ 1,990,000 |
| 3 | The addition of one northbound deceleration lane adjacent to the proposed shopping area from IH20. | \$ 402,000 |
| 4 | Mayfield Road and Matlock Road intersection improvements. * | \$ 455,000 |
| 5 | Bardin Road and Matlock Road intersection improvements. * | \$ 300,000 |
| 6 | Extension of Center Street to IH20 | \$ 1,530,000 |
| 7 | Construction of West Highlander Blvd. | \$ 2,320,000 |
| 8 | Signalization and Intersection Improvements at Highlander Blvd. and Matlock Road. | \$ 150,000 |
| 9 | Signalization of Center Street and Arbrook Blvd. | \$ 100,000 |
| 10 | Construction of Center Street Bridge | \$ 4,581,395 |
| 11 | Drainage channel construction | \$ 465,100 |
| 12 | TIRZ associated expenses | \$ 144,000 |
| 13 | Interest | \$ 439,505 |
| TOTAL | | \$ 18,867,000 |

Notes:

The above costs are represented in gross dollars. TIF Project Plan Costs include legal and TIRZ administration expenses.

* Included in the application made to Tarrant County for Bond Funding.

EXHIBIT “D”
Description of Public Improvements

Exhibit D

Arlington Highlands Development Agreement

ARLINGTON HIGHLANDS TIRZ RELATED EXPENSES

| PROJECT | JULY 2005 PROJECT SCOPE | REVISED PROJECT SCOPE | DESCRIPTION | TOTAL |
|----------------------|--|--|--|------------------------|
| HIGHLANDER BOULEVARD | FULL BOULEVARD SECTION WITH FULL NON-SIGNALIZED INTERSECTION AT CENTER STREET; SIDEWALKS AND PARKWAY LANDSCAPING ADJACENT TO ARLINGTON HIGHLANDS PHASE I PROJECT INCLUDED; ALL OTHER SIDEWALKS AND PARKWAY LANDSCAPING ANTICIPATED TO BE CONSTRUCTED BY ADJACENT DEVELOPMENTS; DRIVEWAY APPROACHES TO VACANT TRACTS TO IMMEDIATE EAST INCLUDED | NO ADJUSTMENTS | ROW/EASEMENT ACQUISITIONS | \$ 450,000.00 |
| | | | Highlander ROW Land - Bailey 1.3218ac | \$ 330,240.19 |
| | | | Highlander ROW Land Commission - Bailey | \$ 12,085.03 |
| | | | Highlander ROW Legal - Bailey | \$ 6,238.65 |
| | | | Highlander ROW Dedication Filing Fees - Bailey | \$ 48.00 |
| | | | | |
| | | | Highlander ROW Land - Tran .8626ac | \$ 128,338.00 |
| | | | Highlander ROW Land Commission - Tran | \$ 7,700.28 |
| | | | Highlander ROW Legal - Tran | \$ 5,442.25 |
| | | | Highlander ROW Dedication Filing Fees - Tran | \$ 36.00 |
| | | | | |
| | | | TOTAL OF ROW/EASEMENT | \$ 490,128.40 |
| | | | | |
| | | | ENGINEERING/SURVEYING/TESTING | \$ 195,200.00 |
| | | | | |
| | | | Survey - Highlander | \$ 24,020.00 |
| | | | | |
| | | | Highlander Rd - Design (50% OF KHA IPO 03) | \$ 127,500.00 |
| | | | | |
| | | | TOTAL OF E/S/T | \$ 151,520.00 |
| CENTER STREET | HALF BOULEVARD SECTION (WESTERN 3 LANES) ANTICIPATED WITH FLARE TO FULL INTERSECTIONS AT ARBROOK AND HIGHLANDER; NO SIGNAL AT HIGHLANDER OR ARBROOK CONSIDERED; ALL SIDEWALKS AND PARKWAY LANDSCAPING ANTICIPATED TO BE CONSTRUCTED BY ADJACENT DEVELOPMENTS | NO ADJUSTMENTS; NOTE SIGNAL AT ARBROOK AND CENTER IS A SEPARATE TIRZ PROJECT | CONSTRUCTION | \$ 976,000.00 |
| | | | Highlander Rd - Construction | \$ 976,000.00 |
| | | | | |
| | | | TOTAL TIRZ PROJECT BUDGET (ROUNDED) | \$ 1,620,000.00 |
| | | | | |
| | | | ROW/EASEMENT ACQUISITIONS | |
| | | | Center St ROW Dedication Filing Fees | \$ - |
| | | | | |
| | | | AISD ROW Legal | \$ 5,862.45 |
| | | | AISD ROW Dedication Filing Fees | \$ 84.00 |
| | | | AISD ROW Easement Filing Fees | \$ 156.00 |
| | | | | |
| | | | TOTAL OF ROW/EASEMENT | \$ 6,102.45 |
| | | | | |
| | | | ENGINEERING/SURVEYING/TESTING | \$ 140,600.00 |
| | | | Survey - Center St. | \$ 24,020.00 |
| | | | | |
| | | | Center St. -- Design (50% OF KHA IPO 03) | \$ 127,500.00 |
| | | | | |
| | | | TOTAL OF E/S/T | \$ 151,520.00 |
| | | | | |
| | | | CONSTRUCTION | \$ 703,000.00 |
| | | | Center St - Construction | \$ 703,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL TIRZ PROJECT BUDGET (ROUNDED) | \$ 840,000.00 |

Exhibit D

Arlington Highlands Development Agreement

| PROJECT | JULY 2005 PROJECT SCOPE | REVISED PROJECT SCOPE | DESCRIPTION | TOTAL |
|-------------------------------------|--|---|--|-----------------|
| SIGNALIZATION OF CENTER AND ARBROOK | CONSTRUCT NEW SIGNAL AT CENTER STREET AND ARBROOK BOULEVARD | NO ADJUSTMENTS | ROW/EASEMENT ACQUISITIONS | |
| | | | | \$ - |
| | | | ENGINEERING/SURVEYING/TESTING | \$ 10,000.00 |
| | | | Center St - Traffic Signal @ Arbrook - Design (FORTHCOMING KHA IPO 04) | \$ 10,000.00 |
| | | | CONSTRUCTION | \$ 90,000.00 |
| | | | CONSTRUCTION OF TRAFFIC SIGNAL AT CENTER AND ARBROOK | \$ 90,000.00 |
| | | | TOTAL TIRZ PROJECT BUDGET (ROUNDED) | \$ 100,000.00 |
| | | | | |
| | | | | |
| | | | | |
| IH 20 TXDOT IMPROVEMENTS | ANTICIPATES THE ADDITION OF A SINGLE COMMON ACCELERATION/DECELERATION LANE TO THE WBFR ALONG THE DEVELOPMENT'S FRONTAGE; RELOCATION OF THE MATLOCK ROAD EXIT RAMP 900' EAST; ADDITION OF AN AUXILIARY MAIN LANE TO WB IH 20 EXTENDING THE COLLINS STREET ENTRANCE RAMP WEST TO THE COOPER STREET EXIT RAMP; DOES NOT ANTICIPATE RECONSTRUCTION OF ENTIRE WBFR WIDTH (JULY 2005) | UPDATED PER REQUIRED TXDOT IMPROVEMENTS -- RECONSTRUCTION OF THE ENTIRE WBFR ALONG THE SITE FRONTAGE EXTENDING TO MATLOCK ROAD, INCLUDING HORIZONTAL AND VERTICAL PROFILE ADJUSTMENTS; RELOCATION OF THE EXIT RAMP APPROXIMATELY 900 LF EAST; AND THE ADDITION OF A FULL AUXILIARY LANE FROM THE COLLINS STREET ENTRANCE RAMP THROUGH THE RELOCATED MATLOCK EXIT RAMP CONTINUING WEST TO THE EXISTING COOPER STREET EXIT RAMP; PLUS ANCILLARY IMPROVEMENTS AND RELOCATION AND UPDATING OF MULTIPLE SIGNS; ADDED MARCH 01 2006 PER TXDOT; RELOCATION/REROUTING OF 7100 LINEAR FEET OF FIBER OPTIC LINE DUE TO VERTICAL PROFILE CHANGES AT RAMP BETWEEN COLLINS STREET AND MATLOCK ROAD | ROW/EASEMENT ACQUISITIONS | \$ 250,000.00 |
| | | | I-20 ROW Land - Mercado | \$ 43,749.45 |
| | | | I-20 ROW Land - Wachovia | \$ 53,464.65 |
| | | | I-20 ROW Land - Whitten Inn | \$ 41,719.47 |
| | | | I-20 ROW Land - Windstar | \$ 30,691.20 |
| | | | I-20 ROW Legal | \$ 10,028.28 |
| | | | I-20 ROW Filing Fees | \$ 300.00 |
| | | | TOTAL OF ROW/EASEMENT | \$ 179,953.05 |
| | | | ENGINEERING/SURVEYING/TESTING | \$ 530,000.00 |
| | | | Survey - I-20 Frontage Rd | \$ 1,800.00 |
| | | | FIBER OPTIC RELOCATION SURVEY AND DESIGN | \$ 30,000.00 |
| | | | I-20 Frontage Road Expansion & Ramp Relo Design (KHA IPOS 04 AND 05) | \$ 255,000.00 |
| | | | TOTAL E/S/T | \$ 286,800.00 |
| | | | CONSTRUCTION | \$ 3,000,000.00 |
| | | | IH 20 REVISED OPCC -- FEBRUARY 2006 | \$ 2,760,000.00 |
| | | | ADDITIONAL FIBER OPTIC RELOCATION PER TXDOT 3/1/2006 | \$ 218,000.00 |
| | | | TOTAL CONSTRUCTION | \$ 2,978,000.00 |
| | | | TOTAL TIRZ PROJECT BUDGET (ROUNDED) | \$ 3,780,000.00 |
| | | | | |
| | | | | |
| MATLOCK ROAD EXPANSION | ANTICIPATES ONLY THE ADDITION OF A NB AND A SB INSIDE LANE WITHIN THE EXISTING MEDIAN, PLUS THE ADDITION OF A DECELERATION AND DEDICATED RIGHT TURN LANE INTO DRIVEWAY "A" AS IDENTIFIED IN THE ARLINGTON HIGHLANDS DEVELOPMENT TIA; WILL REQUIRE LANE SHIFTING AND RESTRIPIING THROUGHOUT THE PROJECT LIMITS; NO INTERSECTION IMPROVEMENTS TO FURTHER EXPAND CAPACITY ARE ANTICIPATED; ADDITION OF DRIVEWAY "A" DECELERATION LANE WILL TRIGGER ADDITION OF SIDEWALK AND DRIVEWAY RECONSTRUCTION ONLY ALONG THAT SEGMENT | NO ADJUSTMENTS | ROW/EASEMENT ACQUISITIONS | \$ 202,600.00 |
| | | | Matlock Rd ROW Land - Regions | \$ 38,651.50 |
| | | | Matlock Rd ROW Land - Wachovia | \$ 32,284.87 |
| | | | Matlock Rd ROW Land - Windstar | \$ 31,980.35 |
| | | | Matlock Rd ROW Legal | \$ 25,404.95 |
| | | | Matlock Rd ROW Filing Fees | \$ 300.00 |
| | | | TOTAL ROW/EASEMENTS | \$ 128,621.67 |
| | | | ENGINEERING/SURVEYING/TESTING | \$ 202,600.00 |
| | | | Survey - Matlock (& ROW) | \$ 1,800.00 |
| | | | Matlock Road Expansion - Design (KHA IPO 05) | \$ 175,000.00 |
| | | | TOTAL E/S/T | \$ 176,800.00 |
| | | | CONSTRUCTION | \$ 1,013,000.00 |
| | | | Matlock Road Expansion - Construction | \$ 1,013,000.00 |
| | | | INFLATION CONTINGENCY | \$ 42,000.00 |
| | | | TOTAL TIRZ PROJECT BUDGET (ROUNDED) | \$ 1,460,000.00 |
| | | | | |

Exhibit D

Arlington Highlands Development Agreement

| PROJECT | JULY 2005 PROJECT SCOPE | REVISED PROJECT SCOPE | DESCRIPTION | TOTAL |
|--|--|---|---|-----------------|
| SIGNALIZATION OF HIGHLANDER AND MATLOCK | CONSTRUCT NEW SIGNAL AND INTERSECTION IMPROVEMENTS AT HIGHLANDER AND MATLOCK | NO ADJUSTMENTS | ROW/EASEMENT ACQUISITIONS | \$ - |
| | | | | \$ - |
| | | | ENGINEERING/SURVEYING/TESTING | \$ 10,000.00 |
| | | | Matlock Road - Traffic Signal @ Highlander - Design (FORTHCOMING) | \$ 10,000.00 |
| | | | | |
| | | | CONSTRUCTION | \$ 140,000.00 |
| | | | CONSTRUCTION OF SIGNAL AT HIGHLANDER AND MATLOCK | \$ 140,000.00 |
| | | | | |
| | | | TOTAL TIRZ PROJECT BUDGET (ROUNDED) | \$ 150,000.00 |
| | | | | |
| ASSOCIATED EXPENSES | | GENERAL EXPENSES ATTRIBUTABLE TO ALL TIRZ PROJECTS | | |
| | | | TIRZ Legal Fees - Trey Lary (Houston) | \$ 15,000.00 |
| | | | Survey - 35 Easements & ROW Exhibits & Descriptions (SOME OF THIS IS FOR THE TIRZ PROJECTS) | \$ 28,000.00 |
| | | | EXHIBITS TO SUPPORT ROW ACQUISITION & OTHER HOURLY EXPENSES | \$ 71,545.56 |
| | | | TRAFFIC IMPACT ANALYSIS & MINI TIA (KHA IPOS 01 AND 00) | \$ 29,500.00 |
| | | | | |
| | | | TOTAL ASSOCIATED EXPENSES (ROUNDED) | \$ 144,500.00 |
| | | | | |
| DRAINAGE CHANNEL CONSTRUCTION | NONE | TRC TO COMPLETE SCOPE | | |
| | | | Dunning Easement - Drainage, SS, Water - Engineering | \$ 25,035.00 |
| | | | Dunning Easement - Drainage, SS, Water - Legal | \$ 4,909.85 |
| | | | Dunning Easement - Drainage, SS, Water - Filing Fees | \$ 48.00 |
| | | | Dunning Easement - Drainage, SS, Water - Construction, Fees, 3ways, etc. | \$ 435,124.00 |
| | | | | |
| | | | TOTAL DUNNING TRACT (ROUNDED) | \$ 465,500.00 |
| | | | | |
| INTEREST | NONE | UPDATED | | |
| | | | INTEREST EXPENSE | \$ 1,275,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | TIRZ BUDGET TOTAL | \$ 9,835,000.00 |

EXHIBIT “E”
Form of Three Party Contract



THREE PARTY CONTRACTS

PUBLIC PAVING AND/OR DRAINAGE IMPROVEMENTS

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Legal Description _____

Project Name _____

Contract Number _____

KNOW ALL BY THESE PRESENTS:

This contract is made and entered into on this _____ day of _____, _____ by and between _____ hereinafter referred to as OWNER, _____ hereinafter referred to as GENERAL CONTRACTOR (if applicable), and _____ hereinafter referred to as CONTRACTOR.

WITNESSETH:

I.

CONTRACTOR hereby agrees to furnish all labor, materials, tools and the necessary equipment for the construction and installation of the following:

(hereafter "work")

II.

The construction and installation above set forth shall be performed according to the current Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, as it may be amended from time to time; and current City of Arlington Special Provisions located at <http://www.ci.arlington.tx.us/publicworks/pdf/Special%20Provision.pdf> as it may be amended, both of which are incorporated herein as if written word for word. Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern. Such construction and installation and the location thereof shall be approved by the Director of the Department of Public Works or his or her designee, of the City of Arlington, prior to beginning work.

III.

It is agreed by and between the parties that the CITY OF ARLINGTON has an interest in the proper performance of any contract relating to or arising out of the work described above, and that the CITY OF ARLINGTON may bring suit for failure to comply with any terms of this contract.

IV.

It is agreed by and between the parties that a **Maintenance Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by CONTRACTOR in favor of OWNER and CITY OF ARLINGTON for a period of two (2) years from the date of acceptance for Public Works Construction (paving and drainage) and shall be executed by an approved surety company authorized to do business in the State of Texas.

V.

In the event the amount of this contract is in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), a **Performance Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by Contractor as specified in the current Standard Specifications for Public Works Construction, and such construction and installation and the location thereof shall be approved by the Director of the Department of Public Works or his or her designee of the CITY OF ARLINGTON prior to beginning work.

VI.

In the event the amount of this contract is in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), a **Payment Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by Contractor solely for the protection of all persons, firms and corporations who may furnish materials for or perform labor hereunder. The Payment Bond shall be made in favor of the OWNER, the CITY OF ARLINGTON and all persons, firms or corporations who may furnish materials or perform labor upon the improvements hereunder.

VII.

OWNER or GENERAL CONTRACTOR hereby agrees to pay CONTRACTOR for the work performed hereunder on the following basis: _____

VIII.

A copy of the Standard Specifications for Public Works Construction can be obtained by the CONTRACTOR through the North Central Texas Council of Governments. Special Provisions can be found at <http://www.ci.arlington.tx.us/publicworks/pdf/Special%20Provision.pdf>

IX.

This contract shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

X.

It is understood and agreed that all installations of whatever kind made under the terms of this contract shall, upon acceptance by the City, immediately become the property of the CITY OF ARLINGTON, subject only to such reimbursement to OWNER as provided by the ordinances of the CITY OF ARLINGTON or by separate agreement.

XI.

CONTRACTOR, OWNER and GENERAL CONTRACTOR (if signatory hereto) do hereby covenant and agree to, and do hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY OF ARLINGTON and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract or the work. Such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of the CITY OF ARLINGTON or any of its officers, officials, agents, employees or invitees, in both their public and private capacities whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any other form of negligence. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by OWNER, GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR to indemnify and protect the CITY OF ARLINGTON from the consequences of the CITY OF ARLINGTON'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage or whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any

other form of negligence. Also, it is understood by OWNER, GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR that such indemnity is indemnity by OWNER GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR to indemnify and protect the CITY OF ARLINGTON from any liability, claims, suits, losses, damages or causes of action due to OWNER'S, GENERAL CONTRACTOR'S and/or CONTRACTOR'S negligence, error or omission, or the negligence, error or omission of any other person(s).

XII.

CONTRACTOR shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. CONTRACTOR shall not commence work under this contract until it has obtained all the insurance required under the contract and such insurance has been reviewed by the CITY OF ARLINGTON; nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained. All insurance policies provided under this contract shall be written on an "occurrence" basis.

WORKERS' COMPENSATION INSURANCE

| | |
|-----------------------|------------------------------------|
| Workers' Compensation | Statutory Limit |
| Employers Liability | \$ 100,000. Each Accident |
| | \$ 500,000. Disease - Policy Limit |

LIABILITY INSURANCE

| | |
|------------------------------|----------------------------|
| Commercial General Liability | \$ 500,000. Per Occurrence |
|------------------------------|----------------------------|

(No standard coverages are to be excluded by endorsement)

AUTOMOBILE LIABILITY INSURANCE

| | |
|----------------------------------|-----------------------------------|
| Commercial Auto Liability Policy | \$ 500,000. Combined Single Limit |
|----------------------------------|-----------------------------------|

(Including coverage for owned, hired, and non-owned autos)

UMBRELLA LIABILITY

| | |
|--|-------------------------------|
| | \$ 1,000,000. Each Occurrence |
|--|-------------------------------|

(Following Form and Drop Down provisions included)

It is agreed by all parties to this contract that the insurance required under this contract shall:

- (A) Be written with the CITY OF ARLINGTON as an additional insured on General, Automobile and Umbrella Liability Insurance policies.
- (B) Provide for thirty (30) days written notice to the CITY OF ARLINGTON, before any insurance is cancelled, non-renewed or material changed, or any other cause.

- (C) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Companies shall have a minimum A.M. Best rating of A VII.
- (D) Waive subrogation rights for loss of damage so that insurers have no right to recover or subrogation against the CITY OF ARLINGTON, it being the intention that all required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (E) Provide Certificates of Insurance evidencing the required coverages.

Three (3) Copies with Contracts to:

City of Arlington
 Department of Public Works
 Mail Stop 01-0220
 P. O. Box 90231
 Arlington, Texas 76004-3231

One (1) Copy Mailed to:

City of Arlington
 Risk Management
 Mail Stop 01-333
 P. O. Box 90231
 Arlington, Texas 76004-3231

XIII.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXECUTED on the first date written above.

APPROVED:

CITY OF ARLINGTON

OWNER

By: _____
Robert Lowry
 Director
 Department of Public Works

By: _____

 Print Name and Title

 Company Name

 Address

 City State Zip Code

GENERAL CONTRACTOR

By: _____

Print Name and Title_____
Company Name_____
Address_____
City State Zip Code**CONTRACTOR**

By: _____

Print Name and Title_____
Company Name_____
Address_____
City State Zip Code

THE STATE OF TEXAS §

COUNTY OF TARRANT §

DEPARTMENT OF PUBLIC WORKS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Robert Lowry**, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for and as the act of the City of Arlington, Texas, a Texas Municipal Corporation, and as **Director of the Department of Public Works** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

Notary Printed Signature

THE STATE OF TEXAS §

OWNER

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____ a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, _____.

Notary Public In and For the State of Texas

My Commission Expires: _____

Notary's Printed Signature

THE STATE OF TEXAS §

GENERAL CONTRACTOR

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____ a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, _____.

Notary Public In and For the State of Texas

My Commission Expires: _____

Notary's Printed Signature

THE STATE OF TEXAS §

CONTRACTOR

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____ a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, _____.

Notary Public In and For the State of Texas

My Commission Expires: _____

Notary's Printed Signature

THE STATE OF TEXAS §

COUNTY OF TARRANT §

MAINTENANCE BOND

Bond No.

KNOWALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter referred to as CONTRACTOR, and _____, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto _____, hereinafter referred to as OWNER, and the CITY OF ARLINGTON, a municipal corporation located in Tarrant County, Texas, hereinafter referred to as CITY, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, to be paid in Arlington, Tarrant County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally; and firmly by these presents, , the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with _____, dated the _____ day of _____, _____, in the proper performance of which the CITY has an interest, a copy of which is attached hereto and made a part hereof, for the construction of :

NOW THEREFORE, if CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years for Public Works Construction (paving and drainage) from the date of acceptance and do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of same caused by said CONTRACTOR in laying or building same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR, or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all

defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void, otherwise to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY herein shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, _____.

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

Name _____

Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.

THE STATE OF TEXAS §

PAYMENT BOND

Bond No. _____

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County,
Texas hereinafter referred to as CONTRACTOR, and _____

_____ ,
a corporation organized under the laws of the State of _____ and authorized to
do business in the State of Texas, hereinafter referred to as "SURETY", are held
and firmly bound unto _____ ,
hereinafter referred to as OWNER and the CITY OF ARLINGTON, a municipal
corporation located in Tarrant County, Texas, hereinafter referred to as CITY, and
unto all persons, firms and corporations who may furnish materials for or perform
labor upon the buildings, structures or improvements referred to in the attached
contract, in the penal sum of _____

_____ DOLLARS (\$ _____),
lawful money of the United States of America, to be paid in Arlington, Tarrant
County, Texas, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and
severally; and firmly by these presents, the condition of this obligation is such
that,

WHEREAS, CONTRACTOR entered into a certain contract with _____
_____ dated the _____ day of
_____, _____, in the proper performance of which the CITY has an
interest, a copy of which is attached hereto and made a part hereof, for the
construction of:

NOW THEREFORE, if CONTRACTOR shall well, truly and faithfully perform its
duties and make prompt payment to all persons, firms, subcontractors,
corporations and claimants supplying labor and material in the prosecution of the
work provided for in said contract, and any and all duly authorized modifications
of said contract that may hereafter be made, notice of which modifications to

SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that if any legal action be filed on the Bond, venue shall lie In Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as it may be amended from time to time. The terms "claimant", "labor" and "material", as used herein, are in accordance with and as defined in said article.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom services of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, _____.

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.

THE STATE OF TEXAS §

PERFORMANCE BOND

Bond No.

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County,
Texas, hereinafter referred to as CONTRACTOR, and _____,
a corporation organized under the laws of the State of _____ and authorized to
do business in the State of Texas, hereinafter referred to as "SURETY", are held
and firmly bound unto _____,
hereinafter referred to as OWNER and the CITY OF ARLINGTON, a municipal
corporation located in Tarrant County, Texas, hereinafter referred to as CITY, in
the penal sum of _____
_____ DOLLARS (\$ _____),
lawful money of the United States of America, to be paid in Arlington, Tarrant
County Texas, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and
severally; and firmly by these presents, the condition of this obligation is such
that,

WHEREAS, CONTRACTOR entered into a certain contract with _____
_____, dated the _____ day of _____,
_____, in the proper performance of which the CITY has an
interest, a copy of which is attached hereto and made a part hereof, for the
construction of:

NOW THEREFORE, if CONTRACTOR shall well, truly and faithfully perform and
fulfill all of the undertakings, covenants, terms, conditions and agreements of said
contract in accordance with the plans, specifications and contract documents
during the original term thereof, and any extension thereof which may be granted
with or without notice to SURETY, and during the life of any guaranty required
under the contract, and shall also well and truly perform and fulfill all the
covenants, terms, conditions and agreements of any and all authorized
modifications of said contract that may hereafter be made, notice of which
modifications to SURETY being hereby waived, then this obligation shall be void,
otherwise to remain in full force and effect; and in case said CONTRACTOR shall

fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY hereon shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service or process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day
of _____, _____.

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.

THE STATE OF TEXAS §

LEGAL

COUNTY OF TARRANT §

PROJECT NAME

CONTRACT NO.

THIS CONTRACT is made and entered into this ____ day
of _____, 2006, by and between _____
_____, hereinafter referred to
as "OWNER", and _____,
hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H :

I.

CONTRACTOR hereby agrees to furnish all labor,
materials, tools and the necessary equipment for the
construction and installation of the following:

II.

The construction and installation above set forth shall
be performed according to the current **CITY OF ARLINGTON**
("CITY") Standard Specifications for Waterworks and Sewerage
Improvements, and such construction and installation and the
location thereof shall be approved by the City Director of
Utilities or his designee prior to beginning work.

III.

It is agreed by and between the parties that CITY has
an interest in the proper performance of any contract
relating to or arising out of the work describe above, and
that CITY may bring suit for failure to comply with any
specifications or other terms of this contract.

IV.

A **Maintenance Bond** in the amount of One Hundred Percent
(100%) of any contract, shall be furnished by CONTRACTOR in
favor of OWNER and CITY for a period of two (2) years for
Waterworks and Sewerage Improvements, and shall be executed
by an approved surety company authorized to do business in
the State of Texas.

V.

In the event the amount of any contract for work described above is in excess of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), a **Performance Bond** in the amount of One Hundred Percent (100%) of the contract shall be provided. Such construction and installation, and the location thereof, shall be approved by the Director of Utilities or his designee prior to the commencement of any work under any contract.

VI.

In the event the amount of any contract for work described above is in excess of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), a **Payment Bond** in the amount of One Hundred Percent (100%) of the contract shall be provided. The Payment Bond shall be made in favor of OWNER, CITY and all persons, firms or corporations who may furnish materials or perform labor upon the improvements hereunder.

VII.

OWNER hereby agrees to pay CONTRACTOR for the work performed hereunder on the following basis: _____

_____.

VIII.

Copies of CITY's current Standard Specifications for Waterworks and Sewerage Improvements is available at a nominal charge.

IX.

This contract shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

X.

It is understood and agreed that all installations or work of whatever kind made under the terms of this contract shall immediately become the property of CITY, subject to the terms of this contract and any applicable bonds and subject to reimbursement to OWNER if provided by the ordinances of CITY.

XI.

CONTRACTOR and OWNER do hereby covenant and contract to waive all claims, release, indemnity, defend and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property arising out of or in connection with this contract. Such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the negligence of CONTRACTOR and/or OWNER or any of its officers, officials, agents, employees or invitees, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any other form of negligence. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by OWNER and CONTRACTOR to indemnify and protect CITY from the consequences of CITY's own joint negligence, where that negligence is a concurring cause of any injury, death or damage or whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any other form of negligence. Also, it is understood by OWNER and CONTRACTOR that such indemnity is indemnity by OWNER and CONTRACTOR to indemnify and protect CITY from any liability, claims, suits, losses, damages or causes of action due to CONTRACTOR's or OWNER'S negligence, error or omission, or the negligence, error or omission of any other person(s).

XII.

CONTRACTOR shall, at its own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. CONTRACTOR shall not commence work under this contract until it has obtained all the insurance required under the contract, and such insurance has been approved by CITY; nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation
Employers Liability

Statutory Limit
\$100,000 each occurrence
\$500,000 Disease - each
employee

Liability Insurance

Commercial General Liability
(No standard coverages are
to be excluded by endorsement)

\$500,000 Combined
Single Limit

Automobile Liability Insurance

Commercial Auto Liability
Policy (including coverage for
owned, hired and nonowned
autos)

\$500,000 Combined
Single Limit

Umbrella Liability

(Following form and drop down
provisions included)

\$1,000,000 each occurrence

It is agreed by all parties to this contract that the insurance required under this contract shall:

- (A) Be written with CITY as an additional insured.
- (B) Provide for thirty (30) days notice of cancellation to CITY, for nonpayment of premium, material change or any other cause.
- (C) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (D) Waive subrogation rights for loss or damage, so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (E) Provide a Certificate of Insurance evidencing the required coverages to:

1. **City Of Arlington**

Attn: Utilities/Engineering Department
Post Office Box 90231
Arlington, Texas 76004-3231

2. **City Of Arlington**
Attn: Risk Manager
Post Office Box 90231
Arlington, Texas 76004-3231

XIII.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

EXECUTED on the date first written above.

APPROVED:

CITY OF ARLINGTON, TEXAS

Julia J. Hunt, P.E.
Director of Utilities

OWNER

BY _____

Title _____

Address _____

CONTRACTOR

BY _____

Title _____

Address _____

THE STATE OF TEXAS §

OWNER ACKNOWLEDGMENT

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as the Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2006.

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

CONTRACTOR ACKNOWLEDGMENT

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as the Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2006.

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Payment Bond

KNOW ALL BY THESE PRESENTS:

THAT, _____
of _____, County, Texas, hereinafter referred to
as "PRINCIPAL" or "CONTRACTOR", and _____
_____, a corporation organized under
the laws of the State of _____ and authorized to do
business in the State of Texas, hereinafter referred to as
"SURETY" are held and firmly bound unto the **CITY OF**
ARLINGTON, TEXAS, a municipal corporation located in Tarrant
County, Texas, hereinafter referred to as "CITY", and unto
all persons, firms and corporations who may furnish
materials for or perform labor upon the buildings,
structures or improvements referred to in the attached
Contract, in the penal sum of _____
Dollars (\$_____), lawful money of the United States, to
be paid in Arlington, Tarrant County, Texas, for payment of
which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and
severally, and firmly by these presents, the condition of
this obligation is such that, WHEREAS, PRINCIPAL entered
into a certain Contract with _____,
dated the _____ day of _____, 20____, in the proper
performance of which the CITY OF ARLINGTON has an interest,
a copy of which is attached hereto and made a part hereof,
for the construction of: _____

NOW THEREFORE, if PRINCIPAL shall well, truly and faithfully
perform its duties and make prompt payment to all persons,
firms, subcontractors, corporation and claimants supplying
labor and materials in the prosecution of the work provided
for in said Contract, and any and all duly authorized
modifications of said Contract that may hereafter be made,
notice of which modification to SURETY being hereby waived,
then this obligation shall be void, otherwise to remain in
full force and effect.

PROVIDED, further, that if any legal action be filed on this
Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates
and agrees that no change, extension of time, alteration or

addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas law, as amended.

The undersigned and designated agent is hereby designated by SURETY herein as the agent resident in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this
the _____ day of _____, 20____.

WITNESS:

PRINCIPAL:

Company

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS:

SURETY:

Company

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Bond must NOT be prior to date of Contract.

THE STATE OF TEXAS §

Performance Bond

COUNTY OF TARRANT §

KNOW ALL BY THESE PRESENTS:

THAT _____
of _____ County, Texas, hereinafter referred to as
"PRINCIPAL" OR "CONTRACTOR", and _____
_____, a corporation organized under the
laws of the State of _____ and authorized to do
business in the State of Texas, hereinafter referred to as
"SURETY", are held and firmly bound unto the **CITY OF**
ARLINGTON, TEXAS, a municipal corporation located in Tarrant
County, Texas, hereinafter referred to as "CITY", in the
penal sum of _____ DOLLARS
(\$ _____), lawful money of the United States, to be
paid in Arlington, Tarrant County, Texas, for the payment of
which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and
severally; and firmly by these presents, the condition of
this obligation is such that, WHEREAS, PRINCIPAL entered
into a certain Contract with _____
_____, dated the _____ day of _____,
20____, in the proper performance of which the **CITY OF**
ARLINGTON has an interest, a copy of which is attached
hereto and made a part of hereof, for the construction
of: _____

NOW, THEREFORE, if PRINCIPAL shall well, truly and
faithfully perform and fulfill all of the undertakings,
covenants, terms, conditions and agreements of said Contract
in accordance with the plans, specifications and Contract
documents during the original term thereof, and any
extension thereof which may be granted with or without
notice to SURETY, and during the life of any guaranty
required under the Contract, and shall also well and truly
perform and fulfill all the covenants, terms, conditions and
agreements of any and all authorized modifications of said
Contract that may hereafter be made, notice of which
modifications to SURETY being hereby waived, then this
obligation shall be void, otherwise to remain in full force
and effect; and in case said CONTRACTOR shall fail to do so,
it is agreed that CITY may do said work and supply such
materials and charge the same against said CONTRACTOR and
SURETY on this obligation.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the agent resident in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS:

PRINCIPAL:

COMPANY

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS:

SURETY:

Company

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Bond must NOT be prior to date of Contract.

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Maintenance Bond

KNOW ALL BY THESE PRESENTS:

THAT _____,
of _____, County, Texas, hereinafter referred to
as "PRINCIPAL" or "CONTRACTOR", and _____,
a corporation organized under the
laws of the State of _____ and authorized to do
business in the State of Texas, hereinafter referred to as
"SURETY", are held and firmly bound unto the **CITY OF
ARLINGTON, TEXAS**, a municipal corporation located in Tarrant
County, Texas, hereinafter referred to as "CITY", in the
penal sum of _____ DOLLARS
(\$ _____), lawful money of the United States, to be paid
in Arlington, Tarrant County, Texas, for payment of which
sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and
severally; and firmly by these presents, the condition of
this obligation is such that, WHEREAS, PRINCIPAL entered
into a certain Contract with _____,
dated the _____ day of _____,
20____, in the proper performance of which the CITY OF
ARLINGTON has an interest, a copy of which is attached
hereto and made a part hereof, for the construction of: _____

NOW THEREFORE, if PRINCIPAL will maintain and keep in good
repair the work herein contracted to be done and performed
for a period of two (2) years from the date of acceptance
and do all necessary backfilling that may arise on account
of sunken conditions in ditches, or otherwise, and do and
perform all necessary work and repair any defective
condition growing out of or arising from the improper
joining of same, or on account of any breaking of same
caused by said CONTRACTOR in laying or building same, or on
account of any defect arising in any of said work laid or
constructed by said CONTRACTOR, or on account of improper
excavation or backfilling, it being understood that the
purpose of this section is to cover all defective conditions
arising by reason of defective materials, work or labor
performed by said CONTRACTOR; then this obligation shall be
void, otherwise to remain in full force and effect; and in
case said CONTRACTOR shall fail to do so it is agreed that
the CITY may do said work and supply such materials and
charge the same against said CONTRACTOR and SURETY on this
obligation.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the agent resident in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this
the _____ day of _____, 20____.

WITNESS:

PRINCIPAL:

Company

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS:

SURETY:

Company

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Bond must NOT be prior to date of Contract.

EXHIBIT “F”
KeyBank Account Information